

Sept. 11, 1875.

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## The Solicitors' Journal.

LONDON, SEPTEMBER 11, 1875.

### CURRENT TOPICS.

A CORRESPONDENT of the *Times* has raised the question whether debenture stock in English railways is within the so-called Mortmain Act (9 Geo. 2, c. 36). The answer to this question is to be found in a consideration (1) of the test to be applied to ascertain what is an interest in land under the Act, and (2) of the nature of debenture stock. As to the first point, the ancient and modern doctrines of the Court of Chancery are irreconcileable. The test applied in the old case of *Knapp v. Williams* (4 Ves. 430n) to decide whether a mortgage of turnpike tolls (not including the toll houses and gates) was within the Act was the simple one: Would a larger field be opened for charitable donations by deciding that it was not? The test applied in *Entwistle v. Davis* (L. R. 4 Eq. 272), following the leading modern case of *Myers v. Perigal* (2 De G. M. & G. at p. 622) was whether the debenture stock could, under any ordinary state of circumstances, result to the holder as land. Applying this latter test to the present case, it is necessary to ascertain the nature of the interest conferred by railway debenture stock. A debenture in the form given in schedule C of the Companies Clauses Consolidation Act, 1845, consists of an assignment of the undertaking, and all the tolls and sum of money arising by virtue of the special Act. Debenture stock under the Companies Clauses Act, 1863, s. 23, is to be a charge upon the undertaking of the company. What, then, is the "undertaking" thus pledged? Upon this the well-known case of *Gardner v. London, Chatham, and Dover Railway Company* (15 W. R. 325, L. R. 2 Ch. 201) is conclusive. It was there held that the "undertaking" of a railway company which is pledged in a debenture in the form in schedule C of the Companies Clauses Consolidation Act, 1845, is the going concern created by the Act, which cannot be broken up or interfered with by the debenture-holder. He cannot seize the land or the proceeds of sale of the land. The stock cannot, therefore, under any ordinary state of circumstances, result to him as land, and hence it is not within the Mortmain Act. Before the test had been laid down in *Myers v. Perigal*, Lord Langdale, M.R., had held in *Walker v. Milne* (11 Beav. 507) that bonds of a canal company secured by an assignment of the undertaking, and all the rates, &c., were not within the Act, but in *Ashton v. Lord Langdale* (4 De G. & Sm. 402) Knight Bruce, V.C., appears (the report is extremely confused) to have dissented from this decision. We think at the present day there can be no doubt that railway debenture stock is not within the Mortmain Act.

THE CASE OF *Holmes v. Mather* (23 W. R. 889) solves a question which has been for some time hovering in the air. But that actions for damages by accidents in public thoroughfares so constantly involve the issue of negligence, and that the defendant is scarcely ever the person who actually did the act complained of, but is sued as responsible for the person doing it, it would seem strange that there is no direct authority on the question

whether, where the defendant is the actual doer of the act which caused the mischief, he can be made liable though guilty of no negligence. In the recent case, however, that question may be said to have been raised. It is true that, under the circumstances, some doubt was entertained by at least one member of the court, whether the defendant, who was seated on the box, while his servant was driving, could be treated as the actual doer of the act, so as to be sued in trespass; but the decision was unanimous that, even if he could be so regarded, he was not liable.

The question arose thus: The horses which the defendant's servant was driving took fright and ran away. The defendant, at the servant's request, left the control to him, and he guided them so far as he was able. At the crossing of a street the horses swerved and threatened to carry the vehicle into a shop at the corner, and the driver pulling them farther round in the direction they had taken, endeavoured to clear the corner and turn them round into the cross street. He failed in doing so, and ran against and knocked down the plaintiff. Negligence was negatived by the jury, and the question was whether, notwithstanding, the plaintiff was liable. The court held that he was not, and carried out to its full length the principle that in the use of a public thoroughfare no liability exists for accidents which are the result of acts neither negligent nor wilful, and that the fact that, but for the horses having been pulled farther round in the direction they had taken, the plaintiff would not have been run down, did not make the act wilful, the effort and intention being, not to take them to the place where, but away from the place where, the plaintiff was. Notwithstanding doubts which have from time to time been thrown out with respect to a case of this nature when it should arise, the decision is one which would, we believe, have been generally anticipated, and is in accordance with the tendency of modern cases.

THE LENGTHY ACCOUNTS published in the daily papers of the conference at the Hague of the Association for the Reform and Codification of the Law of Nations indicate a considerable divergence of opinion among the members of that body as to the objects of the association, and the appropriate subjects of discussion. There was "a peace element," which absented itself from one, at least, of the discussions on private international law, and a private international law element, which took no part in voting for the resolutions of the peace party. Those resolutions in effect expressed satisfaction that the principle of international arbitration had been affirmed by many national Legislatures, and that many disputes between States had of late been disposed of by peaceful reference; they also advocated a reduction of European armaments and appointed a committee to communicate these resolutions to all the Governments of Europe. The idea of the leaders of this section of the association seems to be the ultimate establishment of "an authorized tribunal, clothed with the attributes and armed with the powers of a court of law . . . which would adjudicate between the civilized nations." For such a court arbitration is regarded as an imperfect and temporary substitute, and a voluntary federation of nations as an indispensable preliminary. It might be sufficient to remark that it will be time enough to discuss the possibility of the establishment of this international court when the slightest probability exists of the voluntary federation which it presupposes. But we may point out that, so far as we can find in the letters of the *Times*' correspondent, no hint appears to have been given as to where the judges of such a court are to be found or how they are to be appointed. The more practical part of the business chiefly related to the codification of the laws relating to bills of exchange. Upon this subject a paper by Mr. Jencken was read, an international committee was appointed, and a draft code was directed to be prepared before the next conference.

IT IS WORTH WHILE to point out that the proposition for which *Lear v. Edmonds* (1 B. & Ald. 157) is commonly cited, and which it certainly appears to warrant, must, after the decision in *Lehain v. Philpott* (23 W. R. 876, L. R. 10 Ex. 242), be abandoned. That proposition is, that it is no answer to an action for rent that a distress has been taken and is still held. Following a series of decisions which really establish the contrary to that proposition beyond a doubt, the court held in the recent case than no action can be brought while the distress is still retained. If *Lear v. Edmonds* can be supported at all, it must be on the ground of a very special demurral; but the only satisfactory way of dealing with it is to treat it as altogether overruled; and, indeed, it has been already disregarded as an authority in America. This view is more in accordance with the historical signification of distress, as it is exhibited in Sir H. Maine's History of Early Institutions, than the view accepted from *Lear v. Edmonds*; and with a remedy so extensive and violent as distress, it cannot be complained of as unreasonable. The distinction must be observed between distress for rent, and the concurrent remedies open to a creditor whose rights rest on modern transactions which have in them more of the contractual element, as a mortgage or a pledge, where there is no doubt that both remedies may be pursued concurrently.

THE PRESS groans with works on the Judicature Acts and Rules. We believe that a dozen have already been either announced or published, and how many more are in store for us heaven only knows.

#### CROSSED CHEQUES.

THE case of *Smith v. Union Bank of London* (23 W. R. 652, L. R. 10 Q. B. 291) deserves careful attention. It was an action brought by the payee of a cheque, who had specially crossed it, and in disregard of whose crossing the defendants (the cheque having been stolen) had paid it to a *bona fide* holder for value through another bank than that indicated. The ground of decision seems to have been that before the cheque (which was drawn payable to order) was stolen the plaintiff had indorsed it and thus rendered it negotiable; that it remained negotiable notwithstanding the crossing; and that as the *bona fide* holder for value had thus acquired a title as against the plaintiff, which he might have rendered effectual by getting the cheque presented through the specially named bank, the plaintiff had suffered no damage through the defendants having cashed the cheque, though to a different banker.

It will be observed that the duty declared upon was a statutory duty, by the violation of which the plaintiff said he was damaged. The fact, however, that it was merely a statutory duty that was alleged to be violated made it essential to show damage as a consequence of the breach. It was assumed the plaintiff could show none, because the person who got it cashed through the wrong bank was a holder for value. Does this follow? It seems not to follow so clearly as the court assumed. If the cheque was still negotiable it was negotiable subject to the statute, that is, the holder could not have sued any party to it without showing that it had been presented for payment by the specially named bank. It is assumed he could have got this done as a matter of course. Possibly; but this is not absolutely certain. At any rate he had not done so, and till he did so it is a fallacy to say, as Blackburn, J., does, that it was paid to "the right person." But suppose he could once have got it so presented, could he now any longer fulfil the condition? It would seem he could not, for the cheque was paid, and could not be re-issued; and the defendants could not have alleged that it was paid by mistake; it was in fact paid in delib-

erate contravention of the statute. If so, the presentation of it by the specially named bank had become impossible. This gives rise to a curious *crux*. The very act of the defendants had reduced to an absolute impossibility that which before was perhaps only a superverble difficulty. Before that act it was possible that the defendants might have been lawfully called on to pay it; now by their own unlawful act they have made it impossible. Could this act, then, save the plaintiff from what was before a probable loss to him, by giving him a right of action against themselves for a sum which previously he might perhaps have been unable to recover from anybody? Why not? Did they not assume the risk of taking away what possibility the plaintiff had of recovering his property? And by taking away this possibility, however remote, might they not confer on him a certainty? At any rate, having taken away the possibility by an unlawful act, were they entitled to say that the value of the possibility must be *nil*; or rather, as against them, the wrongdoers, was not the plaintiff entitled to say that it was the full amount of the cheque?

This, however, suggests another difficulty. The defendants must account with their own customer, and how were they to discharge themselves? If their customer, relying upon the statute, disallowed the payment, how could he have been charged in account by them as for a payment made by his authority? Is not the effect of the statute to qualify the order to pay by incorporating in it the crossing? If, however, the customer disallowed the item, could they re-issue the cheque on the ground that it had in fact never been paid? Surely not; because they were in the position of acceptors, who had in their own wrong accepted and paid a cheque not in fact addressed to them, or, at least, not presented for payment by a person competent to demand payment. If then the drawer of the cheque had disallowed the payment, and he could lawfully have done so, no doubt the plaintiff would have got his money from the drawer. But then again, if he had got his money, he would not have been damnedified, and there would have been no cause of action.

But, on the other hand, suppose the drawer, with knowledge of the facts had allowed the payment. In that case he would, no doubt, have refused to pay the plaintiff a second time. But on what ground? The plaintiff might say, "You have paid in your own wrong. Your banker paid as upon a forged indorsement, or rather as if without indorsement; for a special crossing has the effect of a special indorsement, it is a limitation of the ultimate indorsee or holder, and if the banker pays to any other person it is as if he paid a specially indorsed draft without the order of the indorsee named. Your banker has therefore paid in his own wrong; and if you have chosen to allow his payment you are no better off than if you had paid it voluntarily to the wrong person. You should have left the banker to bear his own burden. Meanwhile, I have not been paid at all, and am, therefore, still your creditor." What would have been the answer? But then if the drawer remained liable, still the plaintiff was not damnedified by the action of the defendants; they would only have damnedified themselves; and it would seem that the plaintiff might have had better success against the drawer than against the bank.

Lastly, however, if it were held that the defendants' payment was good as against their customer, we should have a reading of the statute which would be at least startling. If, however, this were held, or if it were held that the customer might, by adopting it, make it good, or if it were held that the plaintiff had so dealt with the cheque as to make it his own and take away his original cause of action, then the plaintiff's position in this action would be considerably improved, and there would be abundant room for arguing that the plaintiff was damnedified by the payment.

These points seem essential to the case; but we must add that they

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seem not to have been at all considered, though we should gather from the language of the court that they thought the whole question was completely disposed of by their judgment. The cheque in question was of so small an amount that the matter will probably proceed no farther; but had the sum at stake been larger, we think it probable that the decision in *Smith v. Union Bank* would not have ended the litigation; and it is to be regretted that so nice and important a question did not receive a fuller consideration.

### THE NEW PRACTICE: A READING OF THE RULES.

#### II.—WHOM, AND FOR WHAT, TO SUE.

Or the changes introduced by the new practice, those relating to the joinder of parties and of causes of action are among the most important. We need hardly remind our readers of the different principles on which the courts of common law and equity respectively have proceeded in these respects. On the one hand, as regards the joinder of parties, the common law practice is to settle the rights of the plaintiff and defendant only, or of persons claiming in the same interest as the plaintiff or the defendant; while in equity the rights of all parties interested in the subject of the controversy are adjudicated upon. On the other hand, as regards the joinder of causes of action, while multifariousness is a ground of objection to pleadings in equity, great latitude has in this respect been for many years allowed at law. The aim of the rules is to give very full liberty in both respects.

With reference to the joinder of parties, the provisions of the rules may be summed up as follows:—As plaintiffs you may join all persons in whom the right to any relief claimed is alleged to exist, whether jointly, severally, or in the alternative (*a*). As defendants you may join all persons against whom the right to any relief is alleged to exist, whether jointly, severally, or in the alternative (*b*). Every defendant need not be interested as to all the relief prayed for, or as to every cause of action included (*c*). All or any of the persons, severally, or jointly and severally, liable on any one contract, may be joined as parties (*d*). Provision is made for the adoption of the rule of equity procedure relating to the representation of numerous parties in the same interest by one or more of them (*e*). Trustees and executors and administrators may sue and be sued as representing the trust estate and the parties beneficially interested therein, without joining them, but power is given to a judge, at any stage of the proceedings, to order them to be made parties (*f*). Moreover, partners are enabled to sue and be sued in the name of their firm (*g*).

It may be useful to bring together here the provisions of the rules relating to actions commenced by or against partners in the name of their firm under this novel power. Any party may apply by summons for a statement of the names of the partners (*h*); and any defendant to an action instituted by partners in the name of their firm may, on demand in writing, obtain the names and places of residence of all the partners (*i*). The writ may be served upon one or more of the partners, or at the principal place of business of the partnership, upon any person having the control or management of the business (*j*). The partners will appear in their individual names, but all subsequent proceedings will continue in the name of the firm (*k*). Where judgment has been given against the firm, execution may issue (*l*) against any property of the firm, (*m*) against any person who has admitted on the pleadings that he is a partner, or

has been adjudged to be such, (*n*) against any person who has been served as a partner with the writ, and has failed to appear (*o*).

Cases often occur in which it is desirable to have the decision of a question, arising in an action, made binding, not only upon the plaintiff and defendant, but upon some third person. For instance, where a surety is sued and is entitled to contribution from co-surety, it is convenient that such co-surety should be called upon to appear in the action, so as to have the question of the liability of the original surety settled as against him. Upon this subject the rules provide, in accordance with a recommendation of the Judicature Commissioners, that where a defendant claims to be entitled to contribution, indemnity, or other remedy over against any person not a party to the action, he may, by leave of a judge, issue a notice stating the nature and grounds of the claim, to be sealed and served in the same manner as writs of summons, stating the nature and grounds of the claim, and to be accompanied with a copy of the statement of claim, or, if there be no statement of claim, a copy of the writ of summons (*m*). If the person served desires to dispute the plaintiff's claim in the action as against the defendant on whose behalf the notice has been given, he must enter an appearance in the action within eight days from the service of the notice. In default of his so doing, he will be deemed to admit the validity of the judgment obtained against such defendant. A general power is also given, when it is made to appear to a judge, at any time before or at the trial, that a question in the action should be determined, not only as between the plaintiff and defendant, but as between the plaintiff and the defendant and any other person, for a judge, on notice being given to such person, to make such order as may be proper for having the question determined. A judge may also, at any stage of the proceedings, and either upon or without the application of either party, order any person to be joined either as plaintiff or defendant whose presence before the court may be necessary to enable it completely to settle all the questions involved in the action (*n*).

No action will be defeated by reason of the misjoinder of parties, but a judge may, at any stage of the proceedings, and either upon or without the application of any party, strike out the name of any party who has been improperly joined (*o*). Power is also conferred on a judge where an action has been commenced, through a *bond fide* mistake, in the name of the wrong person as plaintiff to substitute or add as plaintiff any other person or persons (*p*).

The application to add or strike out or substitute a plaintiff or defendant may be made before trial by motion or summons, or at the trial in a summary manner (*q*).

Provision is also made for cases where, in any action, the plaintiff is in doubt as to the person from whom he is entitled to redress. In such a case he may join two or more defendants, to the intent that the question as to which of them is liable, and to what extent, may be determined as between all parties to the action (*r*).

Another occasion on which fresh parties may require to be added is the marriage or death or bankruptcy of a party to the action. Upon this subject the rules, adopting substantially the existing practice in the Court of Chancery, provide (*s*) that in case of the marriage, death, or bankruptcy, or devolution of estate by operation of law, of any party to an action, a judge may, if it be deemed necessary for the complete settlement of all the questions involved in the action, order that the husband, personal representative, trustee, or other successor in interest, if any, of such party be made a party to the action, or be served with notice thereof on such terms as the judge shall think just, and shall make such order for the disposal of the action as may be

(*a*) Order 16, rule 1.

(*f*) *Ib.* rule 7.

(*p*) *Ib.* rule 2.

(*b*) *Ib.* rule 3.

(*g*) *Ib.* rule 10.

(*q*) *Ib.* rule 14.

(*c*) *Ib.* rule 4.

(*h*) Order 7, rule 2.

(*r*) *Ib.* rule 6.

(*d*) *Ib.* rule 5.

(*i*) Order 9, rule 6.

(*s*) Order 50, rule 2.

(*e*) *Ib.* rule 9.

(*k*) Order 12, rule 12.

just. In case of an assignment, creation, or devolution of any estate or title *pendente lite*, the action may be continued by or against the person to or upon whom such estate or title has come or devolved. Where, by reason of marriage, death, or bankruptcy, or any other event occurring after the commencement of an action, and causing a change or transmission of interest or liability, or by reason of any person interested coming into existence after the commencement of the action, it becomes necessary or desirable that any person not already a party to the action should be made a party thereto, or that any person already a party thereto should be made a party thereto in another capacity, an order that the proceedings in the action shall be carried on between the continuing parties to the action and such new party or parties, may be obtained *ex parte* on application to a judge, upon an allegation of such change, or transmission of interest or liability, or of such person interested having come into existence. An order so obtained shall, unless the judge shall otherwise direct, be served upon the continuing party or parties to the action, or their solicitors, and also upon each such new party, unless the person making the application be himself the only new party, and the order shall from the time of such service, subject nevertheless to the next two following rules (reserving power to any person not under any disability other than cōverage to apply to the court or a judge to discharge or vary the order within twelve days from the service of it; or in the case of an infant within twelve days after the affidavit of a guardian *ad litem*), be binding on the persons served therewith, and every person served therewith who is not already a party to the action will be bound to enter an appearance thereto within the same time and in the same manner as if he had been served with a writ of summons (f).

With respect to the causes of action for which the plaintiff may sue, he is enabled (*w*) to enforce in any court claims hitherto only enforceable in a court of equity. The rule established by section 41 of the Common Law Procedure Act, 1852, is extended, so as to enable the plaintiff to unite in the same action, and in the same statement of claim, several causes of action (*v*). Thus claims by or against an executor as such may be joined with claims by or against him personally (*w*); claims by or against husband and wife with claims by or against either; and claims by plaintiffs jointly with claims by any of them separately (*x*). The exceptions are that, unless by leave, no cause of action can be joined with an action for the recovery of land (*y*), except a claim for meane profits or rent, and damages for breach of the agreement under which the premises are held. Claims by a trustee in bankruptcy cannot, except by leave, be joined with claims by him in any other capacity (*z*). Power is given to a judge, if he thinks the different causes of action cannot be conveniently tried or disposed of together, either to order separate trials of them (*a*), or, on the application of any defendant, to make an order confining the action to such of them as may be conveniently tried in one proceeding (*b*). There is some difficulty in understanding the object intended to be accomplished by giving these different powers to the judge. As the rules stand, it might be contended that the result of the judge's opinion that causes of action cannot be conveniently disposed of together will be different, according as the defendant has or has not made an application for an order under rule 8; if he has, the judge (*c*), on the hearing of the application, may order any of the causes of action to be excluded, and the statement of claim to be amended accordingly; if the defendant has not applied, the judge can only take the milder course of ordering separate trials of the causes of action, or of making some

other order for the separate disposal of them (*d*). But we imagine that the rules will not improbably be read together, so as to confer on a judge an option in all cases to adopt either course.

## Recent Decisions.

### COMMON LAW.

CORPORATION—POOR RATE—INTEREST IN LAND—OCCUPATION.

*Wells v. Mayor, &c., of Kingston-upon-Hull*, C.P., 23 W. R. 562.

*Cory v. Bristow*, C.P., 23 W. R. 615, L. R. 10 C. P. 402.

The first-mentioned case, and that of *Austin v. St. Matthew's, Bethnal-green* (22 W. R. 406, L. R. 9 C. P. 91), illustrate the still prevailing rule with respect to contracts with non-trading corporations, and the exceptions from that rule. In *Austin v. St. Matthew's, Bethnal-green* it was held that an appointment to the office of clerk to the master of a workhouse was one that needed the corporate seal of the board of guardians. In *Wells v. Mayor of Kingston-upon-Hull* it was held that a contract by which the use of a graving dock was permitted to ships was one of so frequent and often urgent a character that it fell within the exception to that rule. It is to be observed that, although the nature of the transaction was such as brought the corporation very much into the position of a trading corporation *quoad hoc*, the case was expressly decided on the rules applicable to municipal corporations, and the transaction was brought within the exception on the ground that it was "a matter of frequent ordinary occurrence, and in some cases it might be a matter of urgency admitting of no delay," circumstances which sufficiently and satisfactorily distinguish it from the appointment of a clerk, which is an appointment to a fixed and continuing office, involving choice and selection of the person appointed to it.

In *Wells v. Mayor of Kingston-upon-Hull* the question further arose whether such a contract did not require writing, as relating to an "interest in land." It was held, on the provisions of the contract (which, however, were so similar to many of the same kind as to make the decision of general application), that no interest in land passed or was meant to pass to the shipowner; it gave no right to the shipowner which would prevent the corporation from at any moment treating him as a trespasser. We are somewhat at a loss, however, to understand the argument by which it was sought to reduce the plaintiff (who sued for breach of the contract) to the dilemma of saying that it was either an irrevocable licence, and in that case giving an interest in the land, or a revocable licence, and in that case giving no right of action; an argument which proceeds on a double fallacy. For in *Wood v. Leadbitter* (3 M. & W. 838), which was the case of a revocable licence, it was held only that the holder of such a licence, not coupled with an interest, could not insist on his licence as irrevocable, but it was not held that he could not have maintained an action on the contract; nor is such a proposition sustainable (see 13 M. & W. at p. 850). And, on the other hand, in the case of a licence coupled with an interest, which means an interest in something in or upon the land, as in the case of the sale of a haystack on the land, such a licence is not necessarily an interest in the land; and writing would not be necessary unless the interest which made the licence irrevocable were itself an interest in the land. But if there had been anything in the dilemma, it could not have been evaded as is done by Lord Coleridge, C.J.; for unquestionably the contract did necessarily imply a licence; otherwise the shipowner

(f) Order 50, rules 4, 5.

(w) Judicature Act, 1873, s. 24.

(v) Order 17, rule 1.

(y) *Ib.* rule 5.

(x) *Ib.* rules 4, 6.

(g) *Ib.* rule 2.

(t) *Ib.* rule 3.

(a) Order 17, rule 1.

(b) *Ib.* rules 8, 9.

(c) *Ib.* Rule 9.

(d) *Ib.* rule 1.

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using the dock would have been a trespasser. It was plainly a revocable licence.

Substantially, the question was whether the contract gave a right of exclusive occupation; and in that respect it resembled the cases of *Allan v. Overseers of Liverpool* (L. R. 9 Q. B. 180) and *London and North-Western Railway Company v. Buckmaster* (23 W. R. 160, L. R. 10 Q. B. 70). And we may notice in this connection the second case above mentioned of *Cory v. Bristow*, where the much litigated question of the rateability of moorings again came in question. Of this case no more need be said than that the distinction between it and *Cory v. Overseers of Greenwich* (L. R. 7 C. P. 490), the fact, namely, that in the present case the moorings were permanent, and formed no part of the hulk, while in the earlier case they were held to be a portion of it made no difference in the result; the enjoyment of the right to have the hulk so moored was held to give no exclusive occupation. Whether such a state of things does not show a rateable occupation in the owners of the moorings remains an open question.

#### STATUTE OF LIMITATIONS—HERIOT.

*Lord Zouche v. Dalbiac*, Ex. 23 W. R. 564, L. R. 10 Ex. 172.

A question which has been long in suspense, whether a right to heriots is within the Statute of Limitations of 3 & 4 Will. 4, c. 42, may be considered as now practically decided. That it is nominally within the statute cannot be doubted, because section 1 expressly says that, in the Act, the word "rent" shall extend to heriots. But the question was whether, as Bramwell, B., expresses it, though there was a "general intention" in the framers of the Act with respect to heriots, the particular provisions gave effect to that general purpose. That they did not, was the view taken by Parke, B., delivering the judgment of the court in *Owen v. De Beauvoir* (16 M. & W. at p. 566), but that case, in which the judgment was affirmed in the Exchequer Chamber (5 Ex. 186), related not to heriots, but to quit rents, and in the court above no opinion was expressed on the present point. Besides *Owen v. De Beauvoir*, the case of *Earl of Chichester v. Hall* (17 L. T. 121), which really decided nothing at all, was the only case bearing on the subject; but in the carefully written treatise on the Statutes of Limitations by Darby and Bosanquet, an opinion had been expressed (p. 224) that "heriot service certainly, if not heriot custom," was governed by section 2. The learned authors had, however, omitted to observe the precise language of section 2, as applied to the usual manner of exercising the right to a heriot, namely, by seizure. It was on the expressions used in this section, as well as in sections 3 and 34, that the judgment of the court proceeded, and, this being an action brought in respect of the seizure of a heriot more than twenty years after the previous heriot had been due (which previous heriot had not been seized), it was held that, as the seizure was neither an "entry," a "distress," nor an "action," it was not precluded by anything in the statute. Practically, therefore, having regard to the nature of the right and the mode of its execution, the question whether heriots are within the Act is decided in the negative; for the seizure of a heriot is not precluded, although more than twenty years have passed since the commencement of the period of limitation, supposing any such period to be applicable to the case.

The question still remains open whether section 42, limiting the recovery of "arrears of rent" to six years, is applicable to heriots. On this point there seems to have been some difference of opinion among the judges. One would think, having regard to the words of that section, that precisely the same argument must apply, although the strange, but not unprecedented, result would be to withdraw altogether from the operation of the statute a right expressly designed to be included in it.

#### THE INSTITUTE OF INTERNATIONAL LAW ON THE BRUSSELS CONFERENCE.

At the recent meeting of the Institute of International Law, a report was presented from a committee on the Brussels Conference containing, in substance, the following conclusions:—

"1. It is desirable that the laws and customs of war be regulated by means of a convention or declaration or some kind of understanding among civilized States.

"2. Such a regulation would doubtless fail to secure the complete suppression of the evils and dangers which war involves; but it might considerably diminish them either by determining the limits which the juridical conscience of the civilized nations places on the employment of force or by placing the weak under the protection of a positive right.

"3. The proposed declaration, drawn up at Brussels at the suggestion of the Emperor of Russia, while resembling the American Instructions of President Lincoln, had this double advantage over the latter, that it extended to international relations a regulation intended for one State, and contained new rules conceived in a spirit at once practical, humane, and progressive.

"4. The vagueness of certain expressions might give occasion in a juridical point of view for rigorous criticism. This inconvenience must be regarded as an inevitable consequence of the necessity of, above all, securing an *entente* among the various nations by mutual concessions. There is no reason why this declaration should not be revised as new principles are accepted.

"5. Considering how war has hitherto been carried on, the proposed declaration opens a view as to important progress, the results of which seem as if they would become more durable the more Utopian wishes are abstained from, imposing upon armies in the name of a mistaken philanthropy requirements incompatible with their security and with the pursuit of military operations.

"6. The provisions of the proposed declaration relative to the occupation of the enemy's territory are the application of this sound principle, that the simple fact of occupation confers no right of sovereignty; but that, on the one hand, the cessation of local assistance and the retreat of the National Government, on the other the presence of the invading party create for it and the Government which it represents a group of rights and obligations essentially temporary. This project tends, above all, to trace the limits of these rights and to determine these obligations dictated by the necessity of maintaining social order, of protecting individual security and private property in the momentary absence of all regular Government. It recommends these rules subject to improvement.

"7. The proposed declaration implies a distinction between regular combatants, peaceful inhabitants who must be protected in their persons and property, and irregular combatants, who, not knowing the laws of war, do not deserve to be treated as loyal enemies. This distinction is founded on the actual manner of regarding war which is waged between States and not between individuals. It does not hinder in any way the most energetic national defence by the whole armed population. It is necessary, with this object, to have some distinct signs settled, easily procured, easily recognized at a distance, in order that advancing armis may be able to ascertain whether those who meet them are peaceful inhabitants who must be protected, or enemies whom they must fight.

"8. The provisions regarding contributions and requisitions are likewise in advance of practices generally adopted in former wars. Art. 42, in especially requiring an indemnity or receipt for every requisition, establishes a principle which will receive development with more humane experience.

"9. Reprisals are a sad, but inevitable exception in certain cases, to the principle that the innocent must not suffer for the guilty. They should be limited according to the following principles:—

"(a) That the mode of making them and their extent should not exceed the degree of infraction committed by the enemy.

"(b) That they should be expressly interdicted when reparation has been made for the infraction complained of.

"(c) That they can only be made with the authorization of the Commander-in-Chief.

"(d) That in every case they should be in accordance with the laws of humanity and morality."

"10. The Institute calls the attention of Governments and their representatives to the following suggestions made by individual members of the committee:—

"(a) A territory should be considered as occupied from the moment when, as long as and as completely as, the Government which it displaces is prevented by the cessation of local resistance from exercising publicly its sovereign authority.

"(b) It should be incumbent on the military authority to notify as soon as possible to the inhabitants of the occupied territory that the occupation is established.

"(c) The general principle of restitution or indemnity should apply to depots of arms and ammunition belonging to private people in the occupied country, as to all other private property of the enemy.

"(d) To the enumeration of the illegitimate means of warfare should be added destruction by inundation, fire, &c., for temporary purpose of warfare of a considerable portion of the territory or the durable productions of the hostile soil.

"(e) Measures should be taken for assuring a serious and regular character to the receipts delivered to the inhabitants of the occupied country from whom service, contributions, or requisitions have been exacted.

"(f) It is desirable that the different powers introduce these rules of International Law into the instructions supplied to their armies."

#### A CONSEQUENCE OF POPULAR ELECTION OF JUDGES.

The American Law Review, in noticing a case of *The State v. Fuddy*, says some of the natural results of the system of filling judicial offices by popular election, after a canvass of the electors, in which the respective candidates have an opportunity of laying before the public their several qualifications, and such inducements as may be likely to succeed, occasionally show themselves. It is fortunate, however, that a way is sometimes found to defeat elections obtained in this manner. A county judge was to be elected for Vernon County in 1873, the salary of which office was 1,000 dols. One of the candidates, as appeared from the pleadings in this case, on the eve of the election published and circulated in the county the following communication, which was also read to the assembled voters in each town and district on the morning of the election:—

"To the voters and tax-payers of Vernon County.—Gentlemen: While I entertain the highest respect for the judgment and ability of each member of our county board of supervisors in fixing the salaries of the county officers, and am satisfied that no county has a better board, still I am well satisfied that the work and incidentals can be well done and furnished for the office of county judge for a less sum than 1,000 dols. a year, and feeling satisfied that I can give satisfaction in the performance of the duties of that office, I therefore, at the solicitation of many friends, announce myself a candidate for the office of county judge, for the next term, at the sum of 700 dols. a year, and pledge myself that, if elected, I will do the work and furnish office, &c., for the said sum of 700 dols. a year, and shall consider myself under many obligations. Being, as I am, personally acquainted with a large number of people of this county, I need say nothing of my abilities to perform the duties of that office. All of which is respectfully submitted. "J. E. NEWELL."

At the election this candidate received 1,210 votes, and the defendant 1,217. An action in the nature of a quo warranto at the relation of the former was brought against the defendant, who was in possession of the office; the latter alleged that votes which would have been cast for him had been given to the relator, solely by reason of his offer. The court held that the relator's proposition was simply a promise to give the county 300 dols. a year if they would elect him, and contained all the essential elements of bribery, and that all votes given in consideration of such promise were void and should be rejected. The spirit of this decision is entitled to commendation, but the evils which are necessarily incident to the popular election of judges are far beyond the reach of the power of courts.

#### Obituary.

##### MR. ROBERT DAVIES.

Mr. Robert Davies, F.S.A., who was for many years in practice as a solicitor at York, died at his residence, The Mount, York, on the 23rd ult., at the age of eighty-two. The deceased was born in 1793, and was admitted a solicitor about sixty years ago. During the early part of his professional career he was in partnership with Mr. John Bayldon, and in 1827 he became town clerk of York, and shortly afterwards clerk of the peace for the city. He had also a very extensive private practice. He resigned his official position in 1848, and shortly afterwards retired from practice, when he was appointed a magistrate for the city, in which capacity his former professional experience proved exceedingly valuable. He was most regular in his attendance on the bench till two or three years ago, when increasing infirmities kept him at home. Mr. Davies had for many years devoted all his leisure time to antiquarian pursuits, in which he attained great celebrity. His official position had given him access to all the ancient archives of York, and he published several pamphlets on local history. He also edited a new edition of "Dugdale's Visitation of Yorkshire," and was the author of "Memoirs of York Minster," "The History of Guy Fawkes," and other smaller works. He was a member of the Yorkshire Law Society and the Yorkshire Philosophical Society.

##### MR. JOHN CYPRIAN THOMPSON.

Mr. John Cyprian Thompson, barrister, Attorney-General of the colony of Griqualand West, died at Barkly, South Africa, on the 18th ult., at the age of thirty-five. Mr. Thompson was the eldest son of the late Rev. John Thompson, of Kidbrooke House, Blackheath, and was born in 1840. He was called to the bar at Lincoln's-inn in Easter Term, 1864, and in 1871 he was selected as the first Attorney-General for the new-formed colony of Griqualand West. The territory having been newly annexed, and containing within its limits the greater part of the South African diamond fields the duties of the Attorney-General were of a very arduous and responsible nature, but Mr. Thompson evinced the greatest tact and discretion in his official functions, and his death has caused much regret in the colony.

##### MR. WILLIAM PEARLESS.

Mr. William Pearless, solicitor, of East Grinstead, died at that place after a very long illness on the 26th ult., at the age of sixty-seven. The deceased was born in 1808, and was admitted a solicitor in 1830. He was a commissioner for taking affidavits both in chancery and at common law. He had also held for several years the office of Registrar of the East Grinstead County Court, and he had a very large private practice, his two sons, Messrs. William Austin Pearless and James Richardson Pearless being associated in business with him. The firm are solicitors to the East Grinstead and Edenbridge Gas Companies, and joint stewards to several of the adjacent manors. Mr. Pearless was very highly esteemed in the town and neighbourhood of East Grinstead.

In about a year's time, says the *Hour*, we may fairly expect to find the eastern block of the New Law Courts finished and the western block in an advanced stage, although there may be signs of the business of law in other parts of the building before the western extremity is completed. A large portion of the edifice is now up to the level of the first floor, and a walk in the quarter where the bricklayers are busiest enables one to survey the space allotted to the central hall, the dimensions of which are 230ft. 7½in. by 48ft. From this hall access will be gained through lobbies and up staircases to the respective courts, which it is to be hoped will be found sufficiently spacious to meet all requirements. The furniture of the courts, which is being made at the works of the contractors, near Southampton, will be of solid oak. Here, as elsewhere, the work cannot be pushed on rapidly because of the necessary delay entailed by the preparation of the stone, which is a slow process in spite of the combined efforts of masons and machinery.

Sept. 11, 1875.

## Appointments, Etc.

Mr. WILLIAM GRAIN, solicitor and notary, of Gresham House, has been appointed a Commissioner of Deeds for the State of New York.

Mr. JOHN H. HOOPER, solicitor, of Worcester, has been appointed Secretary to the Bishop of Worcester to act jointly with the present secretary, Mr. Alfred Catchmayd Hooper, who is also registrar of the diocese.

Mr. HENRY LEVY, solicitor, of Surrey-street, has been appointed a London Commissioner to Administer Oaths in the Court of Chancery.

Mr. THOMAS NICHOLSON, solicitor, of Morpeth, has been appointed Deputy-Coroner for the Northern Division of the County of Northumberland.

On Monday last, says the *Manchester Guardian*, the General Purposes Committee of the Blackburn Town Council considered the applications of the candidates for the office of town clerk. There were twenty-five applicants, and these were reduced to the following four:—Mr. H. T. Crofton, solicitor, with Messrs. Hulton and Lister, Manchester; Mr. Henry Birch, practising solicitor, with his father, Mr. Birch, of Lichfield; Mr. W. E. L. Gaine, solicitor, London; and Mr. Joseph Carruthers, solicitor, Liverpool.

Mr. Serjeant Wheeler, judge of the Marylebone, Brompton, and Brentford County Courts, has consented to act as umpire in the North Wales Colliery wages dispute.

The office of Registrar of the East Grinstead County Court (Circuit No. 50) has become vacant by the death of Mr. William Pearless, of East Grinstead.

## Courts.

### THE RAILWAY COMMISSION.\*

July 31; Aug. 11.—*Fishbourne and Another v. The Great Southern and Western Railway Company, Ireland.*

Carrier—Consignment note—Instructions as to delivery of goods—Undue preference.

F. & Co., carriers, delivered to a railway company at their station goods for conveyance addressed to the consignees. With such goods a consignment note was handed to the railway company containing in addition to the names and addresses of the consignees the words, "To the care of F. & Co."

The railway company refused to recognize such instructions, and delivered the goods to the consignees by their own agents or other carriers.

Held, that the words, "To the care of F. & Co.", imported that the goods on their arrival at the terminal stations were to be given to F. & Co. or their agents for delivery to the consignees; that as between the railway company and F. & Co. the latter were the consignors, and that the railway company accepted the goods upon the terms stated in the consignment note; and that the railway company were precluded by the consignment note from being at liberty to employ their own or other carriers to deliver the goods from their railway to the consignees, and should have delivered the same to F. & Co. or their agents.

This was an application under section 2 of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), for an order enjoining the Great Southern and Western Railway Company of Ireland not to subject Messrs. Fishbourne & Co. to any undue or unreasonable preference and disadvantage in respect of their trade as carriers, and not to give themselves or any third persons any undue or unreasonable preference or advantage, and further to afford to Messrs. Fishbourne & Co. all reasonable facilities for the receiving, forwarding, and delivery of their traffic.

The facts of the case and the arguments sufficiently appear from the judgment.

H. C. Saunders and Walter Macnamara, appeared for the applicants.

Rodwell, Q.C., and W. Haughton, for the defendants.

The COURT delivered the following judgment:—

This is an application for an injunction against the Great Southern and Western Railway Company, Ireland. Fishbourne & Co., the applicants, are carriers in Dublin and other places in Ireland, and they complain that the railway company subject them to an undue and unreasonable preference in respect of their trade as carriers, and unduly hinder them in carrying it on.

It appears that the applicants in the course of their business consign goods by the defendants' line to different parts of Ireland where they have offices and agents. The goods generally bear upon them the names and addresses of the consignees, but with such goods a consignment note, signed by the applicants, is handed to the defendants' servants containing, in addition to such names and addresses, the words "To the care of Fishbourne & Co." importing that the goods on their arrival at the terminal stations are to be given to the applicants or their agent for delivery to the parties to whom they are addressed.

The defendants, however, ignore this part of the consignment note, and insist upon delivery by their own agents or by other carriers, and their conduct in this respect is alleged to be a violation of the Traffic Act of 1854, and to give good grounds of complaint to the applicants, by the injury it does to their business as carriers, and by depriving them of the lien and control they would otherwise exercise over the goods. It seems clear that, as between the railway company and the applicants, the latter are the consignors, and that the railway company accept the goods upon the terms stated in the consignment note. They thus preclude themselves from being at liberty to employ their own or other carriers, to the exclusion of Fishbourne & Co., to cart the goods from their railway, and if, notwithstanding, they act as if they were not so precluded, they subject the applicants to an undue prejudice, and give to others in the same business with them an advantage which, considering the terms upon which the goods have been sent by railway, is not allowable. We think, therefore, we ought to enjoin them not to do this in future.

It was also made matter of complaint in the application that the defendants refused to pay to the applicants, or to collect for them, sums of money which had been "paid on" by them in respect of their goods, but we are of opinion this complaint was not sustained by the evidence offered in support of it. As to the point, however, raised by the company in answering this complaint that they are not bound to pay city cartage, it seems to us that if goods are brought to the station by the applicants, and the company charge carted or collection and delivery rates for their conveyance, the applicants would be entitled to a deduction off such rates of such portion of them as is referable to the cost of collection.

The applicants should be paid their costs except on that part of their complaint which was not proved, and should pay to the railway company their costs, if any, incurred by reason of such part of the complaint.

Solicitor for the applicants, W. L. Bell.

Solicitors for the defendants, Sherwood & Co., for Barrington & Co., Dublin.

### COUNTY COURT.

#### WARRINGTON.

(Before W. WINNE FOULKES, Esq., Judge.)

Aug. 26.—*Re Knowles.*

Accountant's charges.

This was an application by Mr. John Knowles, of Runcorn, draper, to compel Mr. Joshua Crowther, accountant, Manchester, to submit his bill to the officer of the court for taxation. It appeared that Mr. Knowles filed a petition in the Warrington County Court for liquidation in October 1874. Mr. Knight, of Runcorn, was appointed receiver. Mr. Crowther afterwards obtained the proxies of the greater number of the heaviest creditors, and was appointed receiver in the place of Mr. Knight. A meeting of the creditors was held on the 4th of November, and a resolution was passed that the debtor should pay 20s. in the pound by four instalments of 5s. each, and that Mr. Crowther's bill should be paid. A short time ago the petitioner requested Mr. Crowther to provide him with a

\* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

statement of his affairs. On this being done it appeared that Mr. Crowther had deducted from the property in his hands the sum of £198 as charges. Mr. Knowles objected to such charge unless the bill was first submitted to the officer of the court to be taxed. To this Mr. Crowther objected, his solicitor maintaining that he was under no legal obligation to have his bill taxed by the court, and that the resolution which was passed at the creditors' meeting authorized that Mr. Crowther's bill, whatever it might be, should be paid.

Marshall, for Mr. Knowles, contended that the bill was a most extraordinary one, and said it was monstrous to suppose that the court had not the power to protect a petitioner from such a demand.

His Honour, after examining the terms of the creditors' resolution, said that, although he should have been very glad to tax a bill so preposterous and exorbitant, he was afraid that the resolution passed left him no alternative but to say that he could not interfere. He considered, however, a great change in the law was most desirable.

#### FRENCH PENAL LAW REFORMS.

It is well known that efforts are being made to bring about a reform of the present system of solitary confinement, so full of defects in so many respects. It can be said with truth that for the last sixty years the question has been before penologists. None will ever have been better studied; everything has been urged in the French Assembly for and against the system of Auburn and that of Philadelphia—to wit, collective and individual imprisonment. It was not until the Restoration that the new ideas, already acted upon in so many countries, were seriously thought of in France, viz., that punishment was no longer to be the end but the means.

By an ordinance of 1814 an experimental prison was to be created in Paris, with the object of establishing throughout the kingdom a discipline which should better redress the vicious habits of criminals, and prepare them by order, work, and religious and moral instruction, to take their place as quiet citizens and men useful to society.

In 1830 the Chamber demanded that the penitentiary system of Philadelphia should be made the object of special study. The question was examined with the greatest care. The prisons of almost every country were visited. A special commission, including M. de Tocqueville, made a long stay in the United States.

In 1840 the Government proposed a law in which the Auburn system was commended; labour in common during the day with obligatory silence, separate cells at night. The project, however, did not meet with much approval, and in the ensuing year a new project was presented in favour of the solitary confinement system, extending over the whole period of the expiation, and comprising in its different degrees the whole scale of the punishments that take away freedom. After twelve years of solitude only were the criminals to be allowed to work together, sleeping apart at night. The discussion was a grave and an exhaustive one, and in the end the project was modified; after ten years' solitude the criminal was to be transported.

The Chambers in 1843 re-examined the project, and after four years' fresh study the committee laid down as a principle that solitary confinement alone could save the prisoners from contagion, and society from danger on the liberation. The committee pronounced against transportation.

The Revolution of 1848 scattered the seed about to bear fruit, and the Empire, on grounds of economy, gave up the application of the solitary system. The Empire, however, did not give up the cause of penitentiary reform; its doctrine may be thus summed up:

Exact separation between the legal classes of prisoners.

Numerous classifications based on the degree of guilt.

A severer discipline.

Increase of work.

Thanks to the initiative of M. d'Haussonville, the question was resumed in 1872, and work began afresh with new and valuable experience.

The committee appointed by the Versailles Assembly (March 25, 1872) visited Germany, Belgium, Holland, Switzerland, Italy, and England. The result of their inquiry is recorded in six volumes. From this elaborate work the new law has been evolved; modest and unpretending in appearance, but important in its results. The following article contains the gist of the whole:—

"Art. 2. Shall be subjected to solitary confinement all prisoners condemned to imprisonment for a length of time not exceeding one year and one day.

"They shall undergo their penalty in the *maisons des correction* of the departments."

This reform is most important, when you consider that it has in view all prisoners condemned to less than one year's imprisonment—that is to say, nine-tenths of the prisoners generally, 400 out of 456 penitentiaries being destined to receive such prisoners.—*European Review*.

#### Legal Items.

An inquest was held at Leamington on Tuesday on the body of Mr. Frederick Walker, solicitor, of Southampton, who was killed by being thrown from a dogcart three miles from that town.

The *Daily Telegraph* says that at Ulverston, recently, a respectable looking working-man, a stranger, received a violent blow on the mouth from a well-known "rough." He defended himself until the arrival of a policeman. In due course both were charged with breach of the peace. The "rough," an old acquaintance of the police-court, pleaded guilty, whilst the stranger made a plain statement of the assault. Both were bound over to keep the peace and pay costs. The stranger objected to the stigma on his character and the attack on his purse, but, as he was threatened with committal to prison, he consented to be bound. Nine magistrates were present, including an M.P. and an ex-M.P. Some of the solicitors in court showed their disapproval of these proceedings in a very marked manner.

In a recent case of assault heard at the Hammersmith Police Court an Irish witness on being sworn was asked what book she had kissed, but she could not answer the question. The magistrate said it often happened that when Irish witnesses were called they were unable to tell what book they had kissed. Such ignorance was disgraceful. The witness, on being questioned, said she had heard of the Bible, but she could not tell what it meant as she could not read. She knew that if she took a false oath she would suffer twenty-four hours in purgatory. The magistrate said that was not the meaning of taking a false oath. He could not take the evidence of a person who thought that the consequences of telling a lie would be twenty-four hours in purgatory. He should remand the prisoners to give witness an opportunity of seeing a priest to teach her and explain the meaning of the Bible and the consequences of committing perjury.

On the 30th ult. Messrs. Lattey & Hart, the London solicitors of the Gaikwar of Baroda, addressed a communication to the Secretary of State for India, relating to the Gaikwar being allowed to have interviews with his solicitors in India, Messrs. Jefferson & Payne. The letter stated that the Government of India refused to allow the Gaikwar to have interviews with his solicitors unless in the presence of government officials, and this qualified privilege was declined by the Gaikwar. Messrs. Lattey & Hart asked that a preliminary meeting be allowed between his Highness and his solicitors without a government official being present. The reply from the India Office, signed by Horace Walpole, is dated on the 3rd inst., and is as follows:—"I am desired by Lord Salisbury to acknowledge the receipt of your letter of the 30th ult., and in reply to express his regret that he cannot accede to the request you therein make."

In a recent case before the Kentucky Court of Appeals Captain Thomas C. Jones, its clerk, was indicted for usurping an office for which he was alleged to be disqualified. Jones was elected clerk of the Court of Appeals last year by a majority of 50,000 over Cochrane, his Republican opponent, but Cochrane, after the election, contested the matter before the returning board, on the ground that Jones had, five years before, disqualified himself to hold office in the State by accepting a challenge to fight a duel. Jones denied the formal acceptance of the challenge, but admitted that he was ready to fight, and had placed himself in the hands of his friends. The returning board, on this showing, assumed to declare him ineligible. Nevertheless, he entered upon the duties of the office, and was indicted in the

Franklin Circuit Court for usurpation. He demurred to the indictment, the demurser was sustained, and the State appealed. The Court of Appeal has recently affirmed the judgment of the lower court, dismissing the prosecution.

The Court of Cassation, says the *Economist*, has just given an important decision relative to the application of the law imposing a tax of three per cent. on dividends of stocks and shares. Hitherto ordinary partnerships have been exempt from the tax, as was evidently the intention of the Legislature, and it was in fact more than once mentioned in the course of the discussion on the Bill that the tax was to be levied on the profits of capital invested, and not on those derived from the personal industry of the proprietors. Although that interpretation had until recently been adopted by the agents of the Treasury, and the tax, restricted to limited liability companies and associations in commandite, had produced a larger sum than was counted on, the text of the Bill was made so comprehensive, probably to guard against any evasions of the law, that strictly applied the words of the clause "interests and profits in companies and undertakings of which the capital is not divided into shares," might be taken to include every kind of partnership. The agents of the Treasury have recently endeavoured to extend the application of the law in that sense; and to establish that interpretation of the text submitted four cases to the Civil Chamber of the Court of Cassation. The result has been that in each case judgment has been given that the law being general, should be applied in its full meaning, and that the tax was due for profits from partnerships as well as from other companies. This extension of the field of the tax will probably lead to a tax on all trade profits, and eventually to a general income tax.

At the Alton Petty Sessions on Wednesday, Mr. Superintendent Cheyne, of the Hants county police, was summoned at the instance of Mr. Eve, solicitor, of Aldershot, for a neglect or violation of duty under the County Constabulary Act (2 & 3 Vict. c. 93) by refusing to allow the complainant to have access to two prisoners whom he had been instructed to defend, by which act the defendant had rendered himself liable to a penalty of £10 or one month's imprisonment. Mr. Godwin, solicitor, of Manchester, appeared to defend. Mr. Eve conducted his own case. It appeared that about a month since two young men named James and William Bartholomew, the sons of a respectable farmer, were apprehended by the superintendent on a charge of shooting at a farmer named Greenaway in a public highway with intent to murder him. The friends of the prisoners engaged Mr. Eve to defend them, and in order to prepare the defence he visited the police-station at Alton, where the prisoners were confined, to see and consult with them. The defendant refused to allow Mr. Eve access to the prisoners without a magistrate's order, and produced the regulations drawn up for the guidance of constables by Captain Forest, the chief constable of the county, as justifying him in that refusal. The facts were not denied, and Mr. Eve, after contending that the regulation drawn up by Captain Forest was opposed to the statute, asked the bench to convict the defendant. The magistrates, after some deliberation, declined to convict. Mr. Eve then asked for a case for the decision of the Court of Queen's Bench, and ultimately the application was granted.

The *Chicago Legal News* prints a letter from a correspondent who professes to have recently visited Westminster Hall. He commences by recording his deep disappointment at "the small chambers where the superior courts of England and the Court of Chancery have so long been held." "One associates," he says, "some architectural magnificence with the place from which Mansfield sternly enforced the common law, and looks for dignity and beauty in the halls where Brougham and Eldon sat, and wherein lateryears Lord Turner (*sic*) added humane refinements to our code of equity." "The courts are at one side of the hall, and a number of plain, insignificant doors lead from the latter to the former. Each of the superior courts is held in a small chamber, not much larger than the room at present occupied by Judge Williams of our Cook County Circuit Court. Let us enter the Court of Common Pleas, held in a chamber perhaps forty feet square. A dozen barristers are sitting in wigs and gowns in the centre of the room below the lofty-canopied bench where Lord Chief Justice Coleridge, of the Common Pleas,

is reading a written opinion upon that statutory anomaly of late years introduced into English procedure, viz., an equitable plea to a declaration at law. There is absolutely no room left for spectators, for apart from the central space crowded with lawyers, the wainscoted walls are fitted with protruding shelves for law books, and beneath these, tables fill up the remaining space. Above the Lord Chief Justice, and beneath a dark crimson canopy, is a huge *bas relief* in dark copper, of the royal crown and arms of England. The walls and roof are of dark, carved wood, and the whole place, though comparatively simple in adornment, has yet that indescribable dignity lent by age to all human monuments." The correspondent then passes into Westminster Abbey, where he finds that "the three Chancellors, Atkyns (father, son, and grandson), are buried in the 'Poets' Corner,' near the graves of Macaulay and Dickens."

In the case of *Nevin v. Ladue* (3 Denio, 43 and 437), says the *Albany Law Journal*, the action was brought by the overseers of the poor to recover a penalty of 25 dols. for selling strong or spirituous liquors in a quantity less than five gallons, without a licence. The only proof of the offence was the defendant's admission, on the trial, that he had sold "ale, beer, or fermented beer, without a licence." On this proof the justice gave judgment, and the Supreme Court affirmed it on the ground that ale is included in the term "strong or spirituous liquors." Chancellor Walworth improved the occasion to promulgate one of those learned and amusing opinions for which he is famous. The Chancellor starts well back in history to prove his case. He thinks that beer was known in Egypt from the remotest antiquity. He also quotes authority for saying that in Egypt "those who got drunk on beer invariably lay upon their backs, while those who got intoxicated upon wine always lay upon their faces." As the vine did not flourish in Egypt he thinks that Joseph's brethren became inebriated on barley wine. St. Jerome is cited to show that the term "strong drink," used in the Scriptures, included wine of honey. He also cites Xenophon's *Anabasis*, to show that the inhabitants of Persia not only were acquainted with malt liquors, but sucked them through reeds and hollow tubes, "like the more refined tipplers of the present day."

## PUBLIC COMPANIES

### GOVERNMENT FUNDS.

Sept. 10, 1875.

3 per Cent. Consols, 94½	Annuities, April, '85, 94
Ditto for Account, Oct. 5, 94½	Do. (Red Sea T.) Aug. 1908
2 per Cent Reduced, 93½	Ex Bills, £1000, 2½ per Ct. 11 pm
New 3 per Cent., 9½	Ditto, £500, Do., 11 pm
Do, 3 per Cent., Jan. '94	Ditto, £100 & £200, 11 pm.
Do, 2½ per Cent., Jan. '94	Bank of England Stock, 8 per
Do, 5 per Cent., Jan. '78	Ct. (last half-year), 257
Annuities, Jan. '80—	Ditto or Account.

### RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter .....	100	119
Stock Caledonian .....	100	128½
Stock Glasgow and South-Western .....	100	111
Stock Great Eastern Ordinary Stock .....	100	82½
Stock Great Northern .....	100	138 x 4
Stock Do., A Stock* .....	100	152
Stock Great Southern and Western of Ireland .....	100	112
Stock Great Western—Original .....	100	118
Stock Lancashire and Yorkshire .....	100	139
Stock London, Brighton, and South Coast .....	100	117½
Stock London, Chatham, and Dover .....	100	27
Stock London and North-Western .....	100	142½ x 4
Stock London and South Western .....	100	119½
Stock Manchester, Sheffield, and Lincoln .....	100	80½
Stock Metropolitan .....	100	94½
Stock Do., District .....	100	39½
Stock Midland .....	100	142½
Stock North British .....	100	103
Stock North Eastern .....	100	127½
Stock North London .....	100	117
Stock North Staffordshire .....	100	78
Stock South Devon .....	100	63
Stock South-Eastern .....	100	131

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

During the week the position of the Bank of England has shown a slight increase of strength, the proportion of reserve to liabilities being 53½ per cent. There has been but little business in the stock markets, but improvement in prices in some instances has taken place. Foreign securities have improved. Railway shares retain their late rise, the traffic returns being good. Money in the open market is still abundant, and the best three months' bills range at 1½ to 2 per cent. Consols close at 94½ to 94 for money and account.

The Board of Trade returns for August issued on Tuesday show the value of the principal articles of foreign and colonial produce imported during the month was £31,200,145, against £32,317,228 in the corresponding period of 1874, and £29,894,506 in 1873. The imports in the eight months amounted to £250,505,786, against £252,076,833 in 1874, and £245,970,964 in 1873. In the eight months of 1875 the exports amounted to £149,511,844, as against £159,477,032 in 1874, and £171,401,295 in 1873. The total imports of gold and silver amounted in August, 1873, to £2,724,611; 1874, £3,006,138; and 1875, £2,549,603; and in the eight months in 1873, £21,988,000; 1874, £19,923,970; and 1875, £24,666,893. The total exports of gold and silver were in August, 1873, £1,244,408; 1874, £1,380,494; and 1875, £1,744,787; and in the eight months, 1873, £19,641,833; 1874, £16,475,993; and 1875, £15,322,383. In May, 1873, the imports of gold and silver exceeded the exports by £480,203; 1874, £1,625,644; and 1875, £804,846. In the eight months the imports exceeded the exports in 1873 by £2,346,167; 1874, £3,447,977; and 1875, £9,344,510.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

**COHEN**—Sept. 2, at 8, Nevill-park, Tunbridge Wells, the wife of Arthur Cohen, Q.C., of a daughter.

**MONCKTON**—Sept. 4, at East Moulseley, Surrey, the wife of Edward P. Monckton, barrister-at-law, of a daughter.

## MARRIAGES.

**ROBERTSON-LANG**—Sept. 7, at St. Luke's, Bayswater, John Robertson, solicitor, Edinburgh, to Mary, widow of the late Thomas Bamford Lang.

**SEGAR-CROSIER**—Sept. 8, at the Catholic Church of St. Mary's, Horseferry-road, Westminster, London, George Segar, barrister-at-law, Liverpool, to Gertrude Mary, eldest daughter of the late William Crosier, Sunderland.

## DEATHS.

**BUTLER**—Sept. 2, at Isleworth, George Cooper Butler, of the Inner Temple, barrister-at-law, aged 50.

**COOPER**—Sept. 6, at his residence, 1, Well-walk, Hampstead, Middlesex, after years of patient suffering, Thomas Cooper, solicitor, in the 74th year of his age.

**STEPHENS**—Aug. 31, at Holcwm House, Ferryside, Carmarthenshire, John Stephens, barrister-at-law, aged 57.

## LONDON GAZETTES.

## Professional Partnerships Dissolved.

FRIDAY, Sept. 3, 1875.

**Dolman**, Frederick William, and Edward Colegrave, 39, Jermyn st, St James's, Middlesex, Attorneys and Solicitors. Aug 31

## Winding up of Joint Stock Companies.

FRIDAY, Sept. 3, 1875.

LIMITED IN CHANCERY.

**Dorset Fire Brick and Blue Clay Company, Limited**.—Petition for winding up, presented Aug 31, directed to be heard before V.C. Bacon on Nov 6. Bell and Co, Bow churchyard, Cheapside, agents for Harrop, Swinton, solicitor for the petitioner.

TUESDAY, Sept. 7, 1875.

LIMITED IN CHANCERY.

**Hull Ironworks Company, Limited**.—Petition for winding up, presented Aug 31, directed to be heard before V.C. Bacon on Saturday, Nov 6. Bell and Co, Bow churchyard, Cheapside, agents for Harrop, Swinton, solicitor for the petitioner.

## Friendly Societies Dissolved.

TUESDAY, Sept. 7, 1875.

**Yarnham Friendly Society**, Yarnham, Surrey. Aug 28

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept. 3, 1875.

**Freeborough**, Ann, Kingston-upon-Hull. Oct 15. Read v. Freeborough, V.C. Hall. Birks, Kingston-upon-Hull

**Kilpin**, Charles James, Ossington st, Baywater, Esq. Oct 15. Agnew v. Irremonger, V.C. Bacon. Wolfe, Suff. &c. St. Paul mall east. Wakeling, George, Chelmsford, Essex, Auctioneer. Nov 2. Cormell Durant, V.C. Hall

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept 3, 1875.

**Bowles**, William, Shrewsbury, Salop, Draining Engineer. Sept 31. Sprott, Shrewsbury

**Butterworth**, John, Rochdale, Lancashire, Carrier. Oct 6. Standard Rockdale

**Carter**, James, Nottingham. Nov 1. Bell, Nottingham

**Chapman**, Thomas Macklin, Duke st, St. James', Lodging House Keeper. Oct 10. Fellowes and Brown, Lancaster place, Strand

**Check**, Oswald, Westington, Gloucester, Gent. Sept 30. New and Co, Evesham

**Childerhouse**, William, Craven rd, Paddington, Builder. Oct 11. Johnson and Master, Southampton buildings, Chancery lane

**Cleveland**, Frederick Darby, Richmond, Surrey, Major Gen R.A. Oct 30. Paterson and Co, Chancery lane

**Dales**, Teville, Stamford bridge, York, Farmer. Oct 1. Eldridge and Stephenson, Hull

**Dawe**, Thomas, East Stonehouse, Devon, Timber Merchant. Oct 11. Elworthy and Co, Plymouth

**Dent**, Fanny, Burnley, Lancashire. Sept 25. Nowell, Burnley

**Elliot**, Edwin Dennis, Highbury New park, Sugar Refiner. Nov 22. Elworthy and Co, Plymouth

**Embry**, Francis, Winkfield, Berks. Oct 9. Edward George, Chaldon, Surrey

**Field**, William Shakespeare, Kingston-on-Thames, Surrey, Gent. Oct 14. Dawes and Co, Angel court, Throsington st

**Haworth**, Esther, Burnley, Lancashire. Sept 25. Nowell, Burnley

**Herrington**, Mary Ann, Reading, Berks. Oct 4. Woodroffe, New square, Lincolns inn

**Hudson**, Godfrey, Huddersfield, York, Lime Merchant. Nov 1. Owen, Huddersfield

**Hudson**, William, Habberham Eaves, Burnley, Lancashire. Oct 25. Nowell, Burnley

**Hunt**, Henry Oliver, Stratford-upon-Avon, Warwick, Gent. Sept 22. Hunt and Lunn, Stratford-upon-Avon

**Isherwood**, John, Leyland, Lancashire, Gent. Sept 18. Conister, Over Darwen

**Locke**, Anne Cheales, Epsom, Surrey. Sept 30. White, Epsom

**Nall**, Robert, Hasland, Derby, Gent. Sept 30. Diggles and Ogles, Manchester

**Stamp**, William, Merton, Surrey, Grocer. Oct 10. Bartley and Co, Somerset st, Portman square

**Thompson**, Susan, Ipswich, Suffolk, Confectioner. Sept 30. Nott and Son, Ipswich

**Thwaite**, Richard, New Kent rd, Mineral Water Manufacturer. Sept 30. Hickin and Washington, Trinity square, Southwark

**Tolley**, John, Droitwich, Worcester, Gent. Nov 30. Holyoak, Droitwich

**Williams**, Rebecca Sophia, Fennybank, Fembroke. Sept 29. Davis and Co, Haverfordwest

TUESDAY, Aug 31, 1875.

**Baker**, Joseph, Bloxwich, Stafford, Coal Master. March 25, 1875. Wilkinson and Gillespie, Walsall

**Beale**, Jane, Burwash, Sussex. Oct 25. Philcox, Burwash

**Brookes**, Henry James, Hewish, Somerset, Yeoman. Dec 24. Woodforde, Clevedon

**Bull**, Thomas, New Bond st, Linendraper. Keays, Charles st, St James's

**Burgess**, John, Northwich, Cheshire, Grocer. Nov 30. Bradburne, Northwich

**Cook**, William, Longton, Stafford, Brick Manufacturer. Sept 30. Robinson, Longton

**Corner**, John, Seaton-Carew, Durham, Labourer. Oct 21. Young, West Hartlepool

**Crane**, John, Thorney, Cambridge, Farmer. Oct 25. Wilkinson, Peterborough

**Dakers**, George Philip, St James's rd, Brixton, Gent. Oct 9. Pissis and Son, Old Jewry chambers

**Francis**, Maria Cubitt, Twyford, Norfolk. Oct 1. Winter and Francis, Norwich

**Grahame**, Charles Robert, Great George st, Westminster. Nov 10. Grahame, Great George st, Westminster

**Gunter**, Martha Ann, Edgware rd. Oct 15. Richards, Warwick st, Regent st

**Hughes**, Rev Hugh Pritchard, Shuttleworth, Lancashire. Sept 11. Whitehead and Co, Bury

**Jones**, Charles, Alcester, Warwick, Gent. Oct 29. Hobbes and Co, Stratford-upon-Avon

**Jones**, John Hughes, Plus One, Flint, Gent. Nov 1. Davies, Denbigh

**Medley**, William, Derby, Chemist. Dec 25. Tweed, Lincoln

**Morris**, James Phillips, Haverfordwest, Gent. Nov 1. Mathias and Co, Haverfordwest

**Oliver**, William, Victoria park rd, Hackney, Gent. Nov 1. Mitchell, Great Precock st, Whitechapel

**Park**, William, Wigan, Lancashire, Iron Merchant. Oct 21. Scott and Ellis, Wigan

**Percy**, Martha, Easington, Durham. Oct 1. Keenlyside and Foster, Newcastle-upon-Tyne

**Percy**, Robert, Easington, Durham, Tailor. Oct 1. Keenlyside and Foster, Newcastle-upon-Tyne

**Perkins**, John, Piaistow, Essex, Gent. Oct 10. Wilson and Son, Basinghall st

**Rhodes**, Charles Henry, Chancery lane, Esq. Nov 2. Rhodes and Son, Chancery lane

**Stoneley**, Caroline, Macclesfield, Cheshire. Nov 1. Parrott and Co, Macclesfield

**Stubbing**, Ann, Charing cross, Butcher. Oct 10. Wilson and Son, Basinghall st

**Sutton**, John, Sevenoaks, Kent, Gent. Oct 30. Holcroft and Co, Sevenoaks

**Taplin**, Thomas, Manchester st, Manchester square, Surgeon. Nov 1. Harris, Macclesfield st

Sept. 11, 1875.

Taylor, John, Huddersfield, York, Flock Dealer. Nov 1. Ainley, Huddersfield  
Tarr, Mary Wallace, Manchester. Sept 1. Whitaker, Lancaster place, Strand  
Tate, Thomas, Edwardes square, Kensington, Gent. Oct 15. Hopgood, Whitehall place  
Walter, Mary, Chilwell Hall, Nottingham. Nov 1. Cooke, Wokingham  
Warland, Mary Ann, Blechingdon, Oxford. Sept 17. Christmas, Cambridge  
Weightman, John, Wrabgby, Lincoln, Cattle Dealer. Oct 31. Tweed, Lincoln  
Wrench, Rev Thomas William, Bedford place, Russell square. Oct 10. Jackson, Moreton place, Belgrave rd

**Bankrupts.**

FRIDAY, Sept. 3, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

McFarland, Francis, and Henry Nance, Victoria st, Victoria park rd, Builders. Pet Sept 1. Roche, Sept 17 at 11.30  
Schan, John, New City chambers, Bishopsgate st within, East India Merchant. Pet Aug 31. Roche, Sept 17 at 11  
Tremlett, William, Old Bond st, Veterinary Surgeon. Pet Aug 31. Roche, Sept 17 at 12  
Woodley, John, Church row, Limehouse, Cooper. Pet Aug 30. Roche, Sept 16 at 12

To Surrender in the Country.

Bridgeman, Alfred, Gloucester, Builder. Pet Aug 31. Wilton, Gloucester, Sept 27 at 11.30  
Burnett, Charles, Wightwick Mill, nr Wolverhampton, Staffor, Miller. Pet Aug 31. Sanders, Wolverhampton, Sept 15 at 12  
Duncan, Henry, Sheffield, Draper. Pet Aug 31. Wake, Sheffield, Sept 15 at 12  
Hart, Joseph, Leicester, Hosiery Manufacturer. Pet Aug 31. Ingram, Leicester, Sept 15 at 12  
Jukes, William, Bowley Regis, Stafford, Nail Factor. Pet Aug 31. Walker, Dudley, Sept 23 at 12  
Lofing, Aaron, Isaac Lofing, and Adolf Cohen, Sunderland, Durham, Shipbrokers. Pet Aug 28. Ellis, Sunderland, Sept 14 at 11  
Rosen, William Wybert, Lewes, Sussex, Public Caterer. Pet Aug 30. Blaken, Lewes, Sept 17 at 12  
Sawyer, Nathaniel, Pewsey, Wilts, Innkeeper. Pet Aug 30. Towns, Swindon, Sept 22 at 1  
Williams, Daniel, Wolverhampton, Stafford, Iron Merchant. Pet Sept 1. Sanders, Wolverhampton, Sept 19 at 12

TUESDAY, Sept. 7, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Tree, Alfred, Abbey rd, St John's wood, Working Jeweller. Pet Sept 6. Roche, Sept 20 at 12  
Wentwood, John, and George Radcliffe Hebdon, Mincing lane, Commission Merchants. Pet Sept 4. Pepys, Sept 20 at 11

To Surrender in the Country.

Baker, John, Southsea, Hants, no trade. Pet Sept 3. Howard, Portsmouth, Sept 20 at 12  
Bridger, Richard William, Godalming, Surrey, Beer Retailer. Pet Aug 28. White, Guildford, Sept 14 at 12  
Hainsworth, John, and David Hainsworth, Leeds, Cloth Manufacturers. Pet Sept 3. Robinson, Bradford, Sept 21 at 12  
Thomas, William G., Llanerchymedd, Anglesea, Chemist. Pet Sept 3. Jones, Bangor, Sept 21 at 2

**BANKRUPTCIES ANNULLED.**

TUESDAY, Sept. 7, 1875.

Strong, William, Exeter, Carter. Aug 19

**Liquidation by Arrangement.**

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 3, 1875.

Aspinall, Samuel, Liverpool, Grocer. Sept 22 at 3.30 at offices of Quelch and Greenway, Dale st, Liverpool  
Andas, James, Willington Quay, Northumberland, Plumber. Sept 15 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne  
Axill, William, Goyville, Monmouth, Miller. Sept 15 at 3 at the Westgate Hotel, Newport. Jones, Aberavenny  
Baker, John, and William Carr Harrison, Darlington, Durham, Timber Merchants. Sept 22 at 12 at offices of Hunter and Bolsover, High st, Stockton-on-Tees  
Ballard, Joseph Taylor, St Loyes, Bedford, Draper. Sept 14 at 2 at offices of Stimson, Scrojians' inn, Fleet st  
Bilton, George, High st, Finchley, Olmian. Sept 18 at 2 at 9, Lincoln's Inn fields. Marshall  
Bland, Dan, Bradford, York, Fent Dealer. Sept 17 at 11 at offices of Burnley, Queensgate, Bradford  
Blomley, John Thomas, Woodley Mill, Lancashire, Cotton Waste Dealer. Sept 15 at 3 at the Derby Hotel, Bury. Anderton, Garden st, Bury  
Bodley, William, Simpson, Buckingham, Licensed Victualler. Sept 15 at 4.30 at the Swan Hotel, Newport Pagnell. Stimson, Bedford  
Botting, Edwin, and Harry Jones, Queen's rd, Peckham, Grocers. Sept 17 at 2 at 4, Arthur st, east, London bridge. Carter and Bell, Leadenhall st  
Broughton, Elisha, West Hartlepool, Durham, Pork Butcher. Sept 17 at 11 at the Black Lion Hotel, Stockton-on-Tees. Teale, Middlesborough  
Chapman, Harry, Saitley, near Birmingham, Omnibus Driver. Sept 16 at 12 at offices of Fallows, Cherry st, Birmingham  
Cowley, Arthur Henry, Birmingham, Draper. Sept 15 at 11 at the Union Hotel, Union st, Birmingham. Shakespeare, Church st, Oldbury  
Cruden, Thomas Hutchinson, Pellatt's grove, Wood green, Tutor. Sept 22 at 2 at offices of Moss, Winchester House, Old Broad st  
Duddifield, John, Bath, Grocer. Sept 13 at 3 at offices of Cox, St James' st, St James' Church, Bath

Duffield, Naomi Mary, Lowestoft, Suffolk. Sept 20 at 12 at offices of Chamberlain and Diver, King st, Great Yarmouth  
Fennell, Arthur, St Mary axe, Merchant. Sept 9 at 2 at offices of Caines, Essex st, Strand  
Fox, Charles William Burton, Kingston-upon-Hull, Painter. Sept 16 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull  
Laversack, Hull  
Fox, James, Tunstall, Stafford, Fishmonger. Sept 11 at 11 at the Queen's Hotel, Hanley. Shires, Leicester  
France, Abraham, Earlsheaton, near Dewsbury, York, Boot Maker. Sept 21 at 2.30 at offices of Ridgway, Church st, Dewsbury  
Fursland, John, Swansea, Glamorgan, Fruiterer. Sept 15 at 3 at offices of Woodward, Wind st, Swansea  
Gamage, Henry, Newham, Gloucester, Architect. Sept 14 at 2 at offices of Haines, St John's lane, Gloucester  
Gould, Joseph, jun, Leek, Stafford, Silk Manufacturer. Sept 17 at 3 at offices of Chalilon and Co, Stockwell st, Leek  
Greenwood, Jo shua, Manchester, Broker. Sept 21 at 3 at offices of Horner and Son, Ridgefield, Manchester. Dawson, Ridgefield, Manchester  
Grieves, John, N ewcastle-upon-Tyne, Furniture Broker. Sept 15 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne  
Griffiths, William, Pontywaen, Monmouth, Grocer. Sept 15 at 12 at offices of Tribe and Co, High st, Newport. Gibbs, Newport  
Hammond, John, Preston, Lancashire, Draper. Sept 15 at 3 at offices of Crowther and Co, Bath chambers, York st, Manchester. Gunliffe and Watson, Preston  
Harris, Joseph George, Massie, near Cinderford, Gloucester, no occupation. Sept 14 at 2 at offices of Barrup and Coren, Berkeley st, Gloucester  
Hedley, John, Honiton-le-Spring, Durham, Chemist. Sept 15 at 1 at offices of Tilley, Norfolk st, Sunderland  
Hiley, George Lewis, Abberbury, Monmouth, Grocer. Sept 14 at 12.30 at offices of Tribe and Co, High st, Newport. Pain and Son, Newport  
Hopkinson, Joseph ph, jun, Bradford, York, Cast Iron Founder. Sept 13 at 3 at offices of Neill, Kirkgate, Bradford  
Horsfield, Osmond, Castleford, York, Hosier. Sept 7 at 3 at the West Riding Hotel, Wellington st, Leeds. Nettleton, Castleford  
Houston, John, Walsall, Stafford, Coal Merchant. Sept 20 at 3 at offices of Rhodes, Park st, Walsall  
Hubbard, Henry, Leicester, Carpenter. Sept 16 at 12 at 4, New st, St Martin, Leicester. Fulcher, London wail  
Jackson, Aaron, Sunderland, Durham, Jeweller. Sept 15 at 11 at offices of Graham and Graham, John st, Sunderland  
Jeffery, George, Bucklands Farm, Slougham, Sussex, Farmer. Sept 22 at 12 at offices of Medwin and Co, Horsham  
Job, James Hadden, Hastings, Sussex, Watch Maker. Sept 13 at 12 at the Havelock Hotel, Hastings. Cammack, Hastings  
Johns, Timothy Clark, Hoole, Cheshire, Grocer. Sept 17 at 12 at offices of Churton, Eastgate buildings, Chester  
Jones, Walter, Halton Chirk, Denbigh, Grocer. Sept 15 at 12 at offices of Jones, Henblas st, Wrexham  
Joseph, Morris, Leeds, York, Hat Manufacturer. Sept 17 at 2 at offices of Pullam, Bank chambers, Park row, Leeds  
Laumont, Angus, Birmingham, Draper. Sept 15 at 3 at offices of Maher and Poncie, Temple st, Birmingham  
Levenberg, Gustav, Birmingham, Jeweller's Factor. Sept 20 at 12 at offices of Solomon, Colmore row, Birmingham  
Lucas, Julian Alfred, Nottingham, Milliner. Sept 17 at 13 at offices of Bright, jun, Wheatsheaf, Nottingham  
Meech, James Milverton, Hove, Sussex, Upholsterer. Sept 15 at 3 at offices of Goodman, Prince Albert st, Brighton  
Moody, Thomas, Harrogate, York, Provision Merchant. Sept 14 at 12 at offices of Kirby and Son, James st, Harrogate  
Moorhouse, William, Leeds, Grocer. Sept 15 at 2 at offices of Simpson and Barrell, Albion st, Leeds  
Morans, Samuel, Boyds, Lampeter, Grocer. Sept 18 at 3 at offices of Lloyd, High st, Lampeter  
Nicholson, Francis, Huddersfield, York, Draper. Sept 16 at 3 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield  
Perfect, William, Bexley, Kent, Birch Broom Maker. Sept 20 at 2 at offices of Pook and Son, Tudor House, Greenwich  
Philipps, Ernest, Liverpool, General Merchant. Sept 14 at 2 at offices of Hull and Co, Coop st, Liverpool  
Rawson, Julia, Halifax, York, General Dealer. Sept 14 at 11 at offices of Philiburn, Basinghall st, Wavell and Co, Halifax  
Rowley, Arthur, Wordsley, Stafford, Builder. Sept 17 at 2 at offices of Wall, Union chambers, Stourbridge  
Sanders, Thomas, Bristol, Carpenter. Sept 14 at 11 at offices of Atchley, Clare st, Bristol  
Savage, Edwin, Gravesend, Kent, Schoolmaster. Sept 23 at 12 at offices of Sharland and Hatten, Court house, King st, Gravesend  
Simmonds, Richard, Loughborough rd, Brixton, Butcher. Sept 13 at 2 at Dempster's Hotel, Arundel st, Strand. Marden, King Edward st, Newgate st  
Sims, Alexander Ogilvy, High st, Peckham, Ironmonger. Sept 20 at 2 at the Cannon at Hotel. Lovett, King William st  
Smith, Sydney, Halifax, York, Joiner. Sept 14 at 3 at offices of Leeming, George st, Halifax  
Snow, John, Birmingham, Baker. Sept 10 at 11 at offices of Webb, Bennett's hill, Birmingham  
Sprigg, Stanhope, Worcester, Journalist. Sept 11 at 4 at the Star Hotel, Worcester. Cockayne  
Stevens, Thomas George, Lambeth rd, Southwark, Draper. Sept 20 at 2 at offices of Agar, Gresham st  
Vicary, John, Barnstaple, Devon, Builder. Sept 15 at 12 at offices of Bencraft, Bridge Hall chambers, Barnstaple  
Waite, Joseph, Openshaw, Lancashire, Provision Dealer. Sept 23 at 3 at offices of Cobbett and Co, Brown st, Manchester  
Wallace, Thomas, South crescent, Bedford square, Schoolmaster. Sept 11 at 12 at offices of Smith, Great James st, Bedford row  
Webster, George Cleeton, Much Wenlock, Salop, Farmer. Sept 16 at 11 at the Gaskell Arms Hotel, Much Wenlock  
Wedd, Henry, Darlington, Durham, Corn Merchant. Sept 18 at 11 at offices of Raine, Priestgate, Darlington  
White, Thomas, Middleborough, York, Hosier. Sept 23 at 11 at offices Addenbrooke, Zetland rd, Middleborough

Wilkins, Jess, Chipping Norton, Oxford, Painter. Sept 17 at 11 at offices of Saunders, Westgate, Chipping Norton.  
 Williams, Hugo, Liverpool, Tailor. Sept 23 at 3 at offices of Lupiton, Harrington st, Liverpool.  
 Williams, Mary, Amulwch, Anglesey, Draper. Sept 20 at 3 at the Alexandra Hotel, Dale st, Liverpool. Ross, Amulwch  
 Wilson, George Rowe, King's Norton, Worcester, out of business. Sept 13 at 3 at offices of Glaisher, Waterloo st, Birmingham.  
 Woodman, William, Walsall, Stafford, Baker. Sept 17 at 11 at offices of Stanley, Bridge st, Walsall.

TUESDAY, Sept. 7, 1875.

Abbott, John Matthews, Bedford, Bookseller. Sept 22 at 12 at offices of Conquest and Clare, Duke st, Bedford.  
 Abraham, Jacob, Liverpool, Clothier. Sept 20 at 2 at offices of Stephens and Dangore, Cook st, Liverpool.  
 Ball, Thomas, Buckley, Flint, Grocer. Sept 18 at 2 at offices of Cartwright, Pepper st, Chester.  
 Banks, John Dixon, South Hylton, Durham, Hosiery. Sept 17 at 3 at offices of Bell, Lambton st, Sunderland.  
 Bardissi, J. Joseph, Manchester, Painter. Sept 22 at 12 at offices of Slater and Poole, Norfolk st, Manchester.  
 Beavan, Edward, Birkenhead, Cheshire, Watch Manufacturer. Sept 17 at 2 at offices of Downham, Market st, Birkenhead.  
 Black, James, Liverpool, of Warehouses. Sept 23 at 2 at offices of Gibson and Son, South John st, Liverpool. Blackhurst, Liverpool.  
 Brinsford, George, Levenshulme, out of business. Sept 21 at 3 at offices of Gardner, Broad st, Manchester.  
 'Brien, John, Darlington, Durham, Grocer. Sept 18 at 11 at offices of Clayhills, Coniscliffe, Darlington.  
 Caldwell, William Henry, and Edward Watson, Lawrence Pountney lane, Cannon st, Merchants. Oct 1 at 12 at offices of Smart and Co, Cheapside. Lewis and Co, Martin's Lane, Cannon st.  
 Chitty, John, Harting, Sussex, Innkeeper. Sept 20 at 2 at offices of Soames, The Square, Petersfield.  
 Cooper, Daniel, Sedgeley, Dudley, Worcester, Hide Broker. Sept 24 at 11 at the Dudley Arms Hotel, Dudley. Gatis, Wolverhampton.  
 Crossley, William, and Thomas Crossley, Leeds, Curriers. Sept 20 at 11 at offices of Rook and Midgley, White Horse st, Boar lane, Leeds.  
 Davidson, John Horace, Huddersfield, York, Travelling Draper. Sept 2 at 11 at offices of Craven and Sunbury, King st, Huddersfield.  
 Davis, James Barrett, Addiscombe, Surrey, Builder. Sept 20 at 2 at offices of Bradford and Co, College Hill, Cannon st.  
 Edwards, Jacob, Macclesfield, Cheshire, Fishtmonger. Sept 22 at 3 at George Hotel, Jordanside, Macclesfield, May.  
 Evans, Thomas, Tredegar, Monmouth, Grocer. Sept 20 at 10 at offices of Tribe and Co, High st, Newport. Shepard, Tredgar.  
 Fielden, Samuel, Todmorden, York, Manufacturing Confectioner. Sept 20 at 3 at offices of Craven, Strand, Todmorden.  
 Finke, Friedrich Wilhelm, Lime st, squares, Wine Merchant. Sept 24 at 2 at offices of Cooper and Co, George st, Mansion House, Hollams and Co, Mincing lane.  
 Forster, John Watson, Wigan, Lancashire, Provision Dealer. Sept 25 at 11 at offices of Lee, King st, Wigan.  
 Freeth, Samuel, and Edmund Victor Whiting, Gracechurch st, Iron Manufacturers. Sept 21 at 2 at the City Terminus Hotel, Cannon st, Linklater and Co, Walbrook.

Fulthorn, Thomas, Bedminster, Bristol, Ginger Beer Manufacturer. Sept 18 at 11 at offices of Benson and Co, Broad st, Bristol.  
 Griffiths, Daniel, Penrhynfer, Glamorgan, Grocer. Sept 18 at 1 at the Cardiff Arms Hotel, Cardiff. Thomas, Pontypridd.  
 Harrison, Robert Coulson, Birmingham, Tailor. Sept 20 at 11 at offices of Fowke, Ann st, Birmingham.  
 Head, Bejamin, Stockton-on-Tees, Durham, Fruiterer. Sept 24 at 3.30 at offices of Draper, Finsbury st, Stockton-on-Tees.  
 Ives, David, and Samuel Cooper Ives, Leeds, Cloth Manufacturers. Sept 21 at 3 at offices of Hardcastle and Barnfather, East Parade, Leeds, Lodge, Leeds.  
 Johnson, Charles, Tunstall, Stafford, Wine Merchant. Sept 22 at 3 at the North-Western Hotel, Staffr. r. Mayes, Burton.  
 Jones, John Charles, Dowlais, Glamorgan, Tailor. Sept 21 at 11 at 48, Gibelbank st, Merthyr Tydfil. L-wis.  
 Landon, Frederick, Westmister bridge rd, Cab Proprietor. Sept 23 at 2 at offices of Pearson, Kennington rd, Lambeth.  
 Louisy, Robert, Mortlake, Surrey, Fancy Draper. Sept 23 at 12 at 99, Cheapside, Wm and Co, Ironmonger lane.

Lee, William, Leeds, Provision Dealer. Sept 17 at 2 at offices of Simpson and Burrill, Albion st, Leeds.

Leycock, Alfred, Huddersfield, York, Designer. Sept 18 at 11 at offices of Leycock and Lycroft, Buxton rd, Huddersfield.

Long, William, Newmarket, Horsley, Gloucester, Millman. Sept 24 at 3 at offices of Wimble, Lansdowne, Stroud.

Martin, Mary, Hengisthorpe Martin, and Mary Elizabeth Martin, Wolverhampton, Staffr., Milliners. Sept 21 at 11 at offices of Gatis, Queen st, Wolverhampton.

McAllister, Adam, Newcastle-upon-Tyne, Railway Clerk. Sept 16 at 2 at offices of Hoyle and Co, Colliewood st, Newcastle-upon-Tyne.

Northern, John, Bedford, Shoe Maker. Sept 22 at 12 at offices of Tebbs, St Peter's Green, Bedford.

Oglefield, Arthur, and William Horsfall, Bradford, York, Printers. Sept 22 at 11 at offices of Wood and Killick, Commercial bank buildings, Bradford.

Payne, Mark, and Charles Henry Payne, Tarapton, Northampton, Engineers. Sept 22 at 3 at offices of Faulkner, Market square, Northampton.

Pedler, William Augustus, Bristol, Stay Dealer. Sept 18 at 12 at offices of Benson and Thomas, Broad st, Bristol.

Perior, Emma, York, Gem Dealer. Sept 21 at 10 at offices of Barker and Sons, Estate building, Huddersfield.

Richardson, Alfred, Leicester, Book Manufacturer. Sept 22 at 12 at offices of Harvey, Pocklington's Walk, Leicester.

Ross, Charles, Meltham, Cambridge, Grocer and Merchant. Sept 22 at 11 at 1, Sidney st, Cambridge. Thurnall and Nash.

Roscoe, Thomas, Turton, Lancashire, Farmer. Sept 21 at 3 at offices of Sowerby, Exchequer st, Bolton.

Ryan, William Feix, Worcester, Confectioner. Sept 17 at 12 at offices of Hill, Foregate st, Worcester.

Rowling, John, and John Aldham Sharp, Cambridge, Builders. Sept 22 at 12 at 15, Sidney st, Cambridge. Elliston and Burrows, Cambridge.

Sachre (and not Sichrel, as erroneously printed in Gazette of Aug 27), John James, Leicester, Builder. Sept 13 at 12 at 4, New st, St Martin, Leicester, Streton.

Score, Frederic, and John Score, Wimborne Minster, Dorset, Builders. Sept 18 at 3 at the King's Head Hotel, Wimborne Minster, Trevavas, Poole.

Shaw, Alfred, and Thomas Elliott, Furner, Kennington Park Row, Tabacconists. Sept 16 at 3 at offices of Owles, Chancery Lane.

Shephard, Wil'man, Manchester, Provision Dealer. Sept 21 at 3 at offices of Cobbett and C, Brown st, Manchester.

Simpson, Tom Colman, Bradford, Suffolk, Ironmonger. Sept 18 at 2 at offices of Kent, St Andrews, Hall i'an, Norwich.

Smith, Henry, Balcombe, Sussex, Grocer. Sept 23 at 2 at the Terminus Hotel, Queen's rd, Brighton.

Smith, William Thomas, Clapham Park rd, Builder. Sept 20 at 3 at offices of Irving, Se Jeant's Inn, Chancery Lane.

Spencer, Barbara, Exeter, out of business. Sept 11 at 3 at offices of Fewings, Bedford st, Exeter. Campon.

Stafford, William, Great Winchester st buildings, Financial Agent. Sept 23 at 2 at offices of Rose and Co, King st, Finsbury Square.

Stonehouse, William, Stockton, Durham, Tailor. Sept 21 at 12 at offices of Thompson, High st, Stockton.

Swart, Jane, and Henry Jesse Padgham, Newcastle-upon-Tyne, Drapers. Sept 20 at 2 at offices of Jos, Newgate st, Newcastle-upon-Tyne.

Taylor, Thomas, Bedford, Carpenter. Sept 20 at 11 at offices of Jessop, Marp ar st, Bedford.

Thomas, George, and John Arthur Thomas, Bath, Wheelwright.

Sept 20 at 11 at offices of Barratt, Northumberland buildings, Bath.

Von Andlan, Carolina Cornelia, Stockwell, Boarding House Keeper.

Sept 20 at 3 at offices of Lawrence, Old Jewry chambers.

Walker, William, Middlesborough, York, Joiner. Sept 11 at 3 at offices of Gilson and Co, Athemont Chambers, Middlesborough. Tain, Middlesborough.

Webb, Samuel, Ince-in-Makerfield, Lancashire, Grocer. Sept 20 at 11 at offices of France, Charchgate, Wigan.

Wormby, James, Stockport, Cheshire, Innkeeper. Sept 24 at 3 at offices of Redditch and Lake, Bridge st, Stockport.

White, William Alfred, Queen Victoria st, Financial Agent. Sept 11 at 4 at offices of Wetherfield, Gresian Buildings, Chancery Lane.

Wilkinson, John, Sunderland, out of business. Sept 17 at 1 at offices of Bell, Lambton st, Sunderland.

Williams, George, Heston Norris, Lancashire, Tailor. Sept 17 at 11 at offices of Jenkinson, Vernon st, Stockport.

Winter, Louis, Bury St Edmunds, Suffolk, Confectioner. Sept 23 at 11 at offices of Salmon and Son, Guildhall, Bury St Edmunds.

Wright, John, Jun, Kensington High st, Perfumer. Sept 15 at 3 at offices of Noton, Grace Swan Alley, Moorgate st.

Wyatt, Joseph, Southampton, Builders Factor. Sept 15 at 3 at offices of Shute, Portland st, Southampton.

**FUNERAL REFORM.**—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, Lancaster-place, Strand, W.C.

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**GLASGOW AND THE HIGHLANDS.—ROYAL ROUTE.** via CRINAN and CALEDONIAN CANALS by Royal Mail Steamer, IONA, from GLASGOW, daily, at 8 a.m., and from GREENOCK at Nine a.m., conveying passengers for OBAN, FORT WILLIAM, and INVERNESS. For sailing to GLENCOE, GAIRLOCH, ROSS-SHIRE (for Lochmara), STAFFA, IONA, MULL, LOCH SCAPAFL, LOCH CORINN, COOLIN HILLS, SKYE, LEWIS, and WEST HIGHLANDS, see bill with Map and Tourist Fares, free at CHATTO & WINDUS'S, Publishers, 74, Piccadilly, London; or by post on application to DAVID HUTCHISON & CO., 119, Hope-street, Glasgow.

**C A R R ' S , 265, S T R A N D .**—Dinners (from the joint) vegetables, &c., 1s. 6d., or with soup or fish, 2s. and 2s. 6d. "If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June 18, 1864, page 400.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.